

# EXHIBIT 20



## Fax Transmittal

Date: 9/16/13

To: HENRY MINISSALE

Fax No. 215-640-5474

From: NICHOLAS LEMBO

Fax No. 718-802-1109

Number of pages, including Transmittal: 4

If message is unclear, please contact sender at 718-875-8160.



September 16, 2013

**By FACSIMILE, EMAIL, and Courier with Proof of Delivery**

Westchester Fire Insurance Company/ACE USA  
PO Box 5108  
Scranton, PA 18505-0525  
Henry Minissale, claims

**PERFORMANCE BONDS SECTION 3.2 NOTICE**

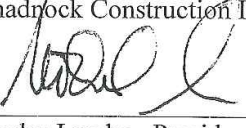
Re: (a) Performance Bond No. K08840258 dated February 11, 2013 regarding the project known as HPS "Parcel B" 1-55 Borden Avenue, Long Island City, New York and (b) Performance Bond No. K08840295 dated February 12, 2013 regarding the project known as HPS "Parcel A" 1-50 50th Avenue, Long Island City, New York.

Dear Mr. Minissale:

Enclosed herewith is a copy of a Notice of Default we sent Glasswall LLC earlier today. This letter shall serve as the notifications to Westchester Fire Insurance Company pursuant to section 3.2 of the above referenced Performance Bond No. K08840258 and Performance Bond No. K08840295 that Glasswall has been declared in default.

Please be guided accordingly

Very truly yours,  
Monadnock Construction Inc.

By:   
Nicholas Lembo, President.

cc: Ugo Colombo, Glasswall, LLC  
Frank Monterisi, The Related Companies  
Michael Trovini, The Related Companies  
Clinton D. Flagg, Esq.  
Lawrence L. Flynn, Esq.



September 16, 2013

**By FACSIMILE, EMAIL, and Courier with Proof of Delivery**

Glasswall, LLC  
3550 N. W. 49th Street  
Miami, FL 33142  
Attn: Mr. Ugo Colombo, Chairman

**NOTICE OF DEFAULT**

Re: (a) Agreement between Monadnock Construction, Inc. and Glasswall, LLC dated January 3, 2013 for the project known as HPS "Parcel B" (Bond No. K08840258) and, (b) Agreement between Monadnock Construction, Inc. and Glasswall, LLC dated January 3, 2013 for the project known as HPS "Parcel A" (Bond No. K08840295)

Dear Mr. Colombo:

This letter shall serve as written notice of default for both of the above referenced agreements pursuant to article 7.2 thereof for failure to comply with article 9.3 production and shipment dates. Article 9.3 of the Parcel A agreement states:

*"Production start date to be on or about April 15, 2013 and Windows ready to ship to New York on September 1, 2013. With all possible speed, Manufacturer will diligently perform the work, and maintain men in sufficient numbers and materials and equipment in sufficient quantities to accomplish the rapid completion of the job."*

Article 9.3 of the Parcel B agreement states:

*"Production start date to be on or about April 15, 2013 and Windows ready to ship to New York on July 1, 2013. With all possible speed, Manufacturer will diligently perform the work, and maintain men in sufficient numbers and materials and equipment in sufficient quantities to accomplish the rapid completion of the job."*

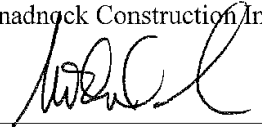
Over the course of the last few months, we have conducted numerous inspections of Glasswall's production facilities in Miami to determine the state of production of the work required under the agreements. In our conversations with facilities' personnel, and thru our own observations, we question the ability, competency and willingness of Glasswall to meet its contractual obligations.

It was and is apparent to us that production has not commenced in a manner that would permit for the delivery of the window assemblies in the foreseeable future. We have asked for adequate assurances that Glasswall will comply with its contractual obligations to timely deliver the window wall assemblies to the project but Glasswall has been unresponsive to our concerns. We have frequently asked for a recovery, production and delivery schedule but have not received one to date.

Glasswall has repeatedly promised to commence production and delivery of the window wall assemblies but to date, not a single window assembly has been delivered to the projects. As recently as August 16, 2013, your attorney, Clinton D. Flagg, sent us a letter representing that "completed window assemblies" will be ready to ship by Glasswall to the project on September 1, 2013. September 1<sup>st</sup> came and went and no windows have been shipped to the Project. Glasswall's failure to meet its contractual obligations has impacted other aspects of our construction. Continued delays are causing us continued damage.

In accordance with article 7.2.1 you are directed to correct the default under article 9.3 within seven (7) working days by delivering the window assemblies as per your contract requirements.

Very truly yours,  
Monadnock Construction Inc.

By:   
Nicholas Lembo, President.

cc: Henry Minissale, Westchester Fire Insurance Company/Ace USA  
Frank Monterisi, The Related Companies  
Michael Trovini, The Related Companies  
Clinton D. Flagg, Esq.  
Lawrence L. Flynn, Esq.

P. 1

\* \* \* Personal Journal ( Sep.16. 2013 3:33PM ) \* \* \*

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(Manual print)

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